



*** ATENCIÓN *** ATENCIÓN *** ATENCIÓN ***

EL NÚMERO DE ORDEN DE COMPRA Y EL NÚMERO DE PARTE DE BATESVILLE DEBE DE APARECER EN LA LISTA DE EMBARQUE Y EN LA FACTURA EL NO HACERLO PUEDE RESULTAR EN UN RETRASO EN AL PAGO. EN CASO DE CAMBIOS EN LOS PRECIOS ESTOS DEBEN DE SER APROBADOS PREVIO A LA ENTREGA YA QUE SOLO SE PAGARÁ LA CANTIDAD AQUÍ MOSTRADA.

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INDUSTRIAL ELECTRICA DE CHIHUAHUA S.A.
AVE TECNOLÓGICO 9900 B
COL REVOLUCION
31107 CHIHUAHUA CHI

Fax: 011-526144217986

Email: GLOBAL.PURCHASING@BATESVILLE.COM

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GLOBAL PRODUCTS CO. S.A. DE C.V.
RFC: GPR031203C36
AV. NICOLAS GOGOL NO. 11300
COMPLEJO INDUSTRIAL CHIHUAHUA
CHIHUAHUA, CHIH. MEXICO 31109

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GLOBAL PRODUCTS COMPANY SA DE CV
NICHOLAS GOGAL Y HOMERO 11300
LOTE 9 MANZANA 9
COMPLEJO INDUSTRIAL
31109 CHIHUAHUA MX

ORDEN DE COMPRA

NO. DE PROVEEDOR	FECHA	NO. DE ORDEN	TIPO
290914	04/09/21	1075037	OP

Numero de fax del departamento de compra

Telefono (614) 158-1221 Ext. 1221

FAX (614) 481-2832

global.purchasing@batesville.com

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INSTRUCCIONES DE EMBARQUE

Embarques con FOB y menos de 150lb deben ser embarcados por UPS por cobrar. El número de cuenta de UPS para terceros es E776Y6. Para embarques mayores a 150lb favor de llamar a (614) 481-9078 para instrucciones.

FORMA DE EMBARQUE		TERMINOS DE EMBARQUE LIBRE ABORDO		PLAZO DEL CREDITO		COMPRADOR				PLANTA
		SPT Shipping Point		NET 30 DAYS		CRIB-CHIHUAHUA				9600
LINE ITEM	REV	DESCRIPCIÓN/MFG NOMBRE Y NÚMERO	# ARTÍCULO	# DE ARTÍCULO DEL PROVIDER	CANTIDAD ORDENADA	UOP	PRECIO UNITARIO	CANTIDAD	FECHA DE VENCIMIENTO	NO DE ORDEN ORIGINAL
1.000	0	LAMPARA LED TIPO TUBO U 18W 1850-2000 IM, CRI RA>80,			2	EA	197.4500	395	04/09/21	
2.000	0	LED 9 WATTS BOMBILLA TIPO E27 3000K P503052-36 MARCA LUMIANC			8	EA	35.9700	288	04/09/21	
3.000	0	SPOT SLIM 20 WATTS RESIDENCIAL 100/120V, 6,500 K MARCA LUMIAN			12	EA	58.8700	706	04/09/21	
4.000	0	SPOT LED SLIM 12 WATTS, 100-120 VOLTS, COLOR 3500 K			8	EA	64.7900	518	04/09/21	
5.000	0	SPOT LED SLIM 6 WATTS, 100-120 VOLTS 3,500 K			12	EA	40.0600	481	04/09/21	
6.000	0	TUBO L8 LED, 4 FT, 14 WATTS, NO BALASTRA 90-277 VOLTS			135	EA	67.0400	9,050	04/09/21	
7.000	0	TUBO LED TIPO T5,2FT,1080 LM/W 85-285VOLTS			182	EA	93.8200	17,075	04/09/21	
8.000	0	TUBO LED TIPO T8,8FT,36 WATTS 5,000K 85-285VOLTS			24	EA	170.2700	4,086	04/09/21	

FAVOR DE FIRMAR Y REGRESAR ESTA ORDEN DE COMPRA

Continuado

TOTAL

COMPRADOR:



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		SPT Shipping Point		NET 30 DAYS		CRIB-CHIHUAHUA				9600
LINE ITEM	REV	DESCRIPCIÓN/MFG NOMBRE Y NÚMERO	# ARTÍCULO	# DE ARTÍCULO DEL PROVIDER	CANTIDAD ORDENADA	UOP	PRECIO UNITARIO	CANTIDAD	FECHA DE VENCIMIENTO	NO DE ORDEN ORIGINAL
9.000	0	TUBO LED TIPO T5, 22 WATTS, 5000K 120 LM/W 85837 LEDVANCE			2613	EA	223.4100	583,770	04/09/21	
10.000	0	TUBO LED TIPO T5, 22 WATTS 120 LM/W 100-277 VOLTS, 5000 K			236	EA	223.4100	52,725	04/09/21	
11.000	0	LOTE DE INSTALACION, REUBICACION Y TODO LO NECESARIO REQ 16709 MARIO ESTRADA			1	EA	364,240.8000	364,241	04/09/21	
FAVOR DE FIRMAR Y REGRESAR ESTA ORDEN DE COMPRA								1,033,335	TOTAL	

COMPRADOR:

BATESVILLE PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW – NON-ASSIGNABILITY** – The contract resulting from the acceptance of this order is to be construed according to the laws of the State of Indiana. This contract is non-assignable by Seller.
2. **DELIVERY** – Delivery shall be made in the quantities and at the times specified by Batesville. Batesville shall not be liable for goods delivered to Batesville in excess of quantities specified and Batesville may from time to time change the specified delivery time or direct temporary suspension of shipments. Seller shall not be liable for delays or defaults in deliveries due to causes beyond its control and without its fault or negligence. If any time Seller has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to Batesville.
3. **PRICE** – Substitutions or changes in price shown hereon must have Batesville's approval before delivery. If order is not priced, it is understood and agreed that the price is no higher than last quotation of billing or current market price, whichever is lower.
4. **CANCELLATIONS** – Batesville may cancel all or any part of the undelivered portion of this order if Seller does not make deliveries as specified or if Seller breaches any of the terms hereof, including Seller's warranties.
5. **INSPECTION** – All goods shall be received subject to Batesville's inspection and rejection. Defective and non-conforming goods will be held for Seller's instruction and at Seller's risk and will be returned to Seller at Seller's expense. No goods returned shall be replaced unless authorized by Batesville. Any payment for goods prior to inspection shall not constitute an acceptance thereof.
6. **WARRANTIES** – Seller expressly warrants that the goods and work covered by this order will conform to the specification, drawings, samples or other description furnished or specified by Batesville and will be merchantable, of good material and workmanship, and free from defects. Seller expressly warrants that all goods covered by this order which are the products of Seller or are in accordance with Seller's specifications.
7. **PATENTS** – By accepting this order, Seller agrees to defend, protect and save harmless Batesville, its successors, assigns, customers and users of its products against all suits at law or in equity, and from all damages, claims and demands for actual or alleged infringement of any copyright, trademark, patent or other intellectual property right by reason of use or sale of goods ordered.
8. **MATERIAL FURNISHED BY BATESVILLE** - All supplies, materials, facilities, tools, jigs, dies, fixtures, patterns, equipment, blueprints, drawings, sketches and the like furnished to Seller by Batesville in furtherance of this order shall remain the property of Batesville and shall be returned to Batesville upon the completion of this order unless otherwise provided. All such materials shall be held in confidence by Seller, shall be fully insured by Seller against any loss and shall not be used directly or indirectly in any way detrimental to Batesville's business.
9. **INDEMNIFICATION AND INSURANCE** – Seller will be responsible for the acts and omissions of its employees, agents and

contractors and agrees to indemnify and hold harmless Batesville and its directors, officers, employees and agents from and against any and all liability of any nature for any claims, liabilities, losses or damages to property or death or injuries to persons, or other claim, liability, damage, loss, cost or expense (including court costs, penalties and reasonable attorneys' fees), arising out of (a) the acts or omissions Seller or its employees, agents or contractors, or (b) any breach of any warranty relating to the Products or other failure to observe or perform Seller's obligations under this Agreement and the Purchase Order. Seller will maintain such public liability insurance, including, without limitation, products liability insurance, and other insurance as will adequately protect Buyer against such claims, liabilities, losses, damages, costs and expenses in Buyer's reasonable judgment. Seller agrees to submit certificates of insurance evidencing its insurance coverages when requested by Buyer. Seller shall, within twenty (20) days of acceptance of this order, unless specifically waived by Batesville on the order, provide a Certificate of Insurance to Batesville in an amount consistent with existing Risk Management Guidelines. In the event said Guidelines are not attached hereto, it shall be the obligation of Seller (s) to promptly request a copy of the same.

10. **INSOLVENCY** – Batesville may cancel the contract resulting from the acceptance of this order if Seller becomes insolvent, or becomes subject to a petition in bankruptcy, either voluntary or involuntary or becomes subject to an assignment for the benefit of its creditors.
11. **COMPLIANCE WITH LAW, REGULATION AND COMPANY RULES** – Batesville will not accept delivery of any hazardous material without prior review of a Material Safety Data Sheet (MSDS) specifying all ingredients. Supplier will be responsible for all demurrage and shipping cost incurred due to supplier's failure to provide complying MSDS. All MSDS's must be forwarded to Batesville Purchasing Department prior to shipment with reference to Purchase Order Number. All MSDS's must indicate ingredient (s) listed on any of the following lists: California's Proposition 65, Water Priority Chemicals in 40 CFR 122, Hazardous Air Pollutants in the Clean Air Act Section 112 (b)(1), Ozone Depleting Chemicals in 40 CFR 82, or SARA Section 313 Chemicals in 40 CFR 302. Materials containing an Ozone Depleting chemical will not be accepted without specific prior approval by the Director of Purchasing. Upon acceptance of this order, Seller certifies that the goods purchased are produced in compliance with and will conform to all applicable current requirements of OSHA, EPA, FLSA, and any other applicable law or regulation. The provisions of the Equal Opportunity Clause of Executive Order 11246 and 11375 and Public laws 503 and 2012 are herein incorporated by reference. If this order covers the performance of labor for Batesville, Seller agrees to require his employees to comply with all safety and health regulations and company safety practices applicable to their conduct.
12. **SHIPPING AND BILLING** – All goods shipped at expense of Batesville shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost, no additional charge for such packing, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost, or additional charge of such packing, marking or shipping or for the drayage or storage shall be made unless otherwise stated

herein. Seller shall properly mark each package with Batesville's order number, factory, plant and /or dock number, part number, quantity and where multiple packages comprise a single shipment, each package shall also be consecutively numbered. Purchase order number, part number, package number and plant and/or dock number shall be shown on packing slips, bills of lading and invoices. Two copies of Seller's packing slips must accompany each shipment and the original bill of lading or other shipping receipt shall be promptly forwarded to Batesville at the destination of the goods.

13. **REJECTED SHIPMENTS AND PURCHASER'S REMEDIES** – If the goods shipped or to be shipped and/or services rendered or to be rendered hereunder are rejected, in whole or in part by Purchaser by reason of Seller's failure to comply with any of the terms, conditions and /or specifications contained herein, Purchaser, after so notifying Seller in writing, may; either return the rejected portion of such goods and/or the rejected portion of such services to Seller at Seller's expense or hold the same for such disposal as Seller shall indicate, without invalidating the remainder of this purchase order, or Purchaser may reject the entire shipment of such goods and/or reject the entire services and cancel this purchase order for any undelivered balances of goods and/or unrendered services. If goods shipped or to be shipped and/or services rendered or to be rendered hereunder are rejected, as herein above provided, Purchaser may purchase like goods elsewhere and/or obtain like services elsewhere and charge Seller with any loss or damage (either direct or indirect) sustained by Purchaser (including, but not by way of limitation, any difference between the price paid by Purchaser for such like goods and/or services and the price specified on the face hereof) plus all costs of collecting the same (including, but not by way of limitation, attorneys fees and court costs). Purchaser shall not be obligated to pay for any goods shipped and/or services rendered which are rejected by it.
14. **PREPAID SHIPMENT** – When quotations are F.O.B Batesville's plant, transportation must be prepaid by Seller.
15. **TITLE** – Title to the goods shall remain with the Seller until acceptance thereof by Batesville.
16. **ACCEPTANCE** – Commencement of performance pursuant to this order constitutes acceptance hereof by Seller. If additional or different terms are proposed by Seller, they must be specifically agreed to in writing by Batesville prior to delivery of the goods or they shall have no effect.
17. **INTERPRETATION** – This purchase order, when accepted by Seller, is the complete and exclusive statement of the terms and conditions of the agreement between Batesville and Seller. It supersedes all prior agreements, written or oral. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in agreement. Acceptance or acquiescence of a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement.